

SMILEY WANG-EKVALL, LLP
Lei Lei Wang Ekvall, State Bar No. 163047
lekvall@swelawfirm.com
Philip E. Strok, State Bar No. 169296
pstrok@swelawfirm.com
Timothy W. Evanston, State Bar No. 319342
tevanston@swelawfirm.com
3200 Park Center Drive, Suite 250
Costa Mesa, California 92626
Telephone: 714 445-1000
Facsimile: 714 445-1002

Attorneys for Elissa D. Miller, Chapter 7
Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re
GIRARDI KEESE,

Debtor.

Case No. 2:20-bk-21022-BR
Chapter 7

**ORDER GRANTING TRUSTEE'S
EMERGENCY MOTION FOR ORDER:**

**(1) APPROVING COMPROMISE WITH
FRANTZ LAW GROUP, APLC
PURSUANT TO FEDERAL RULE OF
BANKRUPTCY PROCEDURE 9019,
ETC.**

**(2) AUTHORIZING THE ASSIGNMENT
OF THE ESTATE'S INTERESTS IN THE
SOUTHERN CALIFORNIA GAS LEAK
LITIGATION FREE AND CLEAR OF
LIENS, CLAIMS AND INTERESTS
PURSUANT TO 11 U.S.C. § 363; AND**

**(3) AUTHORIZING REJECTION OF THE
ASSUMPTION AND LIEN AGREEMENT
BETWEEN THE DEBTOR AND ABIR
COHEN TREYZON SALO LLP
PURSUANT TO 11 U.S.C. § 365**

Date: February 2, 2021
Time: 10:00 a.m.
Ctrm.: 1668 via ZoomGov
255 E. Temple Street
Los Angeles, CA 90012

FILED & ENTERED

FEB 12 2021

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY fortier DEPUTY CLERK

SMILEY WANG-EKVALL, LLP
3200 Park Center Drive, Suite 250
Costa Mesa, California 92626
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Tel 714 445-1000 • Fax 714 445-1002

Web Address:

<https://cacb.zoomgov.com/j/1614873359>

Meeting ID: 1614873359

Password: 123456

Telephone: (669) 254 5252 (San Jose)
(646) 828 7666 (New York)

On February 2, 2021 at 10:00 a.m., the above-captioned Court held a hearing on the *Emergency Motion for Order: (1) Approving Compromise with Frantz Law Group, APLC Pursuant to Federal Rule of Bankruptcy Procedure 9019; (2) Authorizing the Assignment of the Estate's Interests in the Southern California Gas Leak Litigation Free and Clear of Liens, Claims and Interests Pursuant to 11 U.S.C. § 363; and (3) Authorizing Rejection of the Assumption and Lien Agreement Between the Debtor and Abir Cohen Treyzon Salo LLP Pursuant to 11 U.S.C. § 365* [Docket No. 123] (the "Motion")¹ filed by Elissa D. Miller, in her capacity as Chapter 7 Trustee for the bankruptcy estate (the "Estate") of Girardi Keese. Appearances were as noted as on the Court's record. Having considered the Motion and the pleadings, declarations, and exhibits filed in support thereof and opposition thereto, and the statements and arguments of counsel on the record at the hearing on the Motion, finding that notice and service of the Motion were proper and that no further notice be given, and finding good cause for the relief requested in the Motion,

IT IS HEREBY ORDERED that:

1. The Motion is GRANTED;
2. The objections of Stillwell Madison, LLC [Docket No. 139], the Petitioning Creditors [Docket No. 140], and Virage SPV 1, LLC [Docket No. 147] have been resolved and withdrawn, and the objection of Boris Treyzon and Abir Cohen Treyzon Salo [Docket No. 145] is overruled;

¹ Terms not otherwise defined herein shall have the meaning ascribed to them in the Motion and/or the Second Amended Settlement Agreement.

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1 3. The Trustee is authorized to enter into the Second Amended Settlement
2 Agreement, a copy of which is attached to the Notice of Submission of Second Amended
3 Settlement Agreement after Hearing on the Trustee's Motion [Docket No. 161] as Exhibit
4 "1";

5 4. The terms of Second Amended Settlement Agreement are approved;

6 5. The Trustee is authorized to execute any documents or take any actions
7 reasonably necessary to effectuate the terms of the Second Amended Settlement
8 Agreement;

9 6. The transaction contemplated in the Second Amended Settlement
10 Agreement is approved pursuant to 11 U.S.C. § 363(b) and Bankruptcy Rule 9019;

11 7. The assignment and transfer of any rights to payment or other property as
12 contemplated in the Second Amended Settlement Agreement are free and clear of all
13 claims, liens, encumbrances, or other interests against the Debtor or its property
14 pursuant to 11 U.S.C. § 363(f), including but not limited to (i) any purported liens,
15 assignments, encumbrances, or other transfers to litigation funders or other creditors of
16 the Debtor, and (ii) any purported assignments or transfers (or agreements to a
17 substitution of counsel or notice of association or appearance) by the Debtor;

18 8. Any asserted claims, liens, encumbrances, or other interests against the
19 Debtor or its property shall attach only to the Estate Allocation, to the same extent,
20 priority, and validity (if any) that such liens, claims, encumbrances, or other interests had
21 prior to consummation of the Second Amended Settlement Agreement, and subject to
22 any claims or defenses the Trustee or the Estate may have; such claims, liens,
23 encumbrances, or other interests shall not attach to the Frantz Allocation;

24 9. Frantz is assuming no liabilities of the Estate, the Debtor, or any current or
25 former partners, members, attorneys, insiders, affiliates, or employees thereof, whether
26 under contract, tort, or otherwise;

27 10. The Federal Rule of Evidence 502(d) protections for attorney-client
28 privilege, attorney-client confidentiality of communications, or attorney work product set

1 forth in the Second Amended Settlement Agreement constitute the order of this Court
2 and shall apply in any other federal or state proceeding;

3 11. The Trustee is relieved of the obligation of signing amendments and/or
4 substitutions for individual Clients, unless such signature is required by another court or
5 governmental authority with relevant jurisdiction.

6 12. The 14-day waiver period under FRBP 6004(h) is waived; and

7 13. The Assumption and Lien Agreement between the Debtor and ACTS is
8 rejected pursuant to 11 U.S.C. § 365(a).

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24 Date: February 12, 2021



Barry Russell
United States Bankruptcy Judge